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Attorneys for Defendant Asaf Nass

**FILED**

**MAR 17 2008**

**RICHARD W. WIEKING  
CLERK, U.S. DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA  
SAN JOSE**

UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA  
SAN JOSE DIVISION

UNITED STATES OF AMERICA,  
  
Plaintiff,  
  
v.  
  
AMIT M. EZYONI, et al.,  
  
Defendants.

Case No.: CR 07-0788 JF

~~PROPOSED~~ ORDER MODIFYING ASAF  
NASS' TERMS AND CONDITIONS OF  
RELEASE

On January 23, 2008, the Court released defendant Asaf Nass on certain terms and conditions including a \$250,000 bond. The bond was unsecured in the amount of \$50,000 and secured by \$100,000 was secured by cash from Nazgol Ashouri, Mr. Nass' surety and custodian and by \$100,000 in equity in Mr. Nass' property at 2484 Stokes Avenue in San Jose, California.

During a February 28, 2008 hearing, the Court modified the bond to accept an encumbrance as to Mr. Nass' condominium near Austin, Texas instead of the Stokes Avenue property. In its March 11, 2008 Order, the Court modified the bond to be unsecured and secured as follows: [1] Unsecured in the amount of \$85,000; [2] Secured by \$100,000 in cash from Ms. Ashouri; [3] Secured by \$40,000 in cash from Mr. Nass; and [4] Secured by \$25,000 in equity in Mr. Nass' condominium near Austin, Texas.

1 The \$100,000 in cash from Ms. Ashouri was previously posted and Mr. Nass posted  
2 \$40,000 in cash on March 12, 2008.

3 However, in attempting to post the Texas property, Mr. Nass has encountered significant  
4 issues that preclude its use to secure the instant bond.

5 As an initial matter, defense counsel had to locate and retain a qualified, Texas-licensed  
6 real estate attorney to assist with posting Mr. Nass' property. Although retaining Texas co-  
7 counsel posed a significant expense in itself, it was also necessary to ensure the requisite deeds of  
8 trust and reconveyance were legally sufficient under Texas law. Texas co-counsel advised that  
9 residential mortgages in Texas typically include clauses forbidding any additional encumbrance  
10 without permission from the mortgage holder. Moreover, Texas law forbids the encumbrance of  
11 a property beyond 80% of its appraised value. Co-counsel believed that Mr. Nass would run  
12 afoul of this 80% prohibition given the appraised value of Mr. Nass' property, the limited amount  
13 of equity Mr. Nass has in his property, and the \$25,000 Mr. Nass sought to encumber to secure  
14 his release.  
15

16 As such, the parties have agreed that it is not feasible to encumber the Texas property. In  
17 lieu of the \$25,000 in equity in the Texas property, the government and Mr. Nass have agreed  
18 that Mr. Nass shall post an additional \$10,000 in cash from the sale of his automobile and that the  
19 amount of bond unsecured shall be increased by \$15,000.  
20

21 In sum, Mr. Nass' \$250,000 bond shall be secured by: \$100,000 in cash from Ms. Ashouri  
22 and \$50,000 in cash from Mr. Nass. The bond shall be unsecured in the amount of \$100,000.  
23

24 Mr. Nass shall post the additional \$10,000 in cash within five (5) court days of the filing  
25 of this order.

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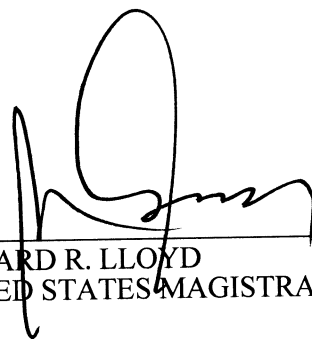
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1 The March 17, 2008 hearing for the status of Mr. Nass' property posting is vacated.

2 Ms. Ashouri has been notified of the above modifications to the terms and conditions  
3 of release and appearance of Mr. Nass.

4 IT IS SO ORDERED.

5  
6 Dated: March 17, 2008

  
7  
8 HOWARD R. LLOYD  
UNITED STATES MAGISTRATE JUDGE  
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14 Approved as to form:

15  
16 /s/: Edwin K. Prather  
EDWIN K. PRATHER  
Attorneys for Defendant Asaf Nass  
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18 /s/: Jeff Nedrow  
JEFF NEDROW  
Assistant United States Attorney  
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